

RESOLUTION NO. 2013- 191

**RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR, OR DESIGNEE, TO EXECUTE THE SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL ASSOCIATED WITH THE USINA BOAT RAMP PARK.**

**RECITALS**

**WHEREAS**, on September 21, 2007 the Board of County Commissioners approved the purchase of the Usina Boat Ramp Park; and

**WHEREAS**, for the past five (5) years the County and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida entered into a Sovereignty Submerged Lands Fee Waived Lease and have approved to extend the lease, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for an additional five (5) years expiring on July 10, 2018; and

**WHEREAS**, boat launching, temporary mooring, fishing, and passive recreation in conjunction with an upland parking lot and picnic areas are important community amenities that use natural resources for healthful outdoor activities, provide transportation options, increase property values, and spur the economic growth.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida as follows:

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners hereby approves the terms of the Sovereignty Submerged Lands Fee Waived Lease Renewal attached hereto, and authorizes the Chair, or designee, to execute said lease.

**Section 3.** To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**Section 4.** The Clerk of Court is instructed to record the original Sovereignty Submerged Lands Fee Waived Lease Renewal in the Official Records Books of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of September, 2013.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]  
Deputy Clerk

RENDITION DATE 9/9/13

EXHIBIT "A" TO RESOLUTION

This Instrument Prepared By:  
Celeda Wallace  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

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SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 550343822

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to St. Johns County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 29, Township 06 South, Range 30 East, in Tolomato River, St. Johns County, containing 8,347 square feet, more or less, as is more particularly described and shown on Attachment A, dated September 26, 2007.

TO HAVE THE USE OF the hereinabove described premises from July 10, 2013, the effective date of this lease renewal, through July 10, 2018, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a concrete dock with a boat ramp and a floating dock/public fishing pier to be used exclusively for temporary mooring, boat launching, fishing, and passive recreation in conjunction with an upland parking lot and picnic area, without fueling facilities, without a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25 as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Environmental Resource Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. **SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS:** Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. **EXAMINATION OF LESSEE'S RECORDS:** The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. **MAINTENANCE OF LESSEE'S RECORDS:** The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. **PROPERTY RIGHTS:** The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. **INTEREST IN RIPARIAN UPLAND PROPERTY:** During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. **ASSIGNMENT OF LEASE:** This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

St. Johns County, Florida  
2175 Mizell Road  
St. Augustine, Florida 32080-9157

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITIONS:

A. The Lessee shall prohibit mooring, on either a temporary or permanent basis, to the landward face of the floating dock as depicted on Attachment A. To ensure compliance, the Lessee shall place and maintain: (1) a 3-foot high railing along the landward face of the structure, and (2) signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

B. Within 60 days after the Lessor's execution of this lease, the Lessee shall install and display permanent manatee educational signs that provide information on the mancrisms of manatees and the potential threat to this endangered species from boat operation. The Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms and shall be required to replace the signs in the event they become faded, damaged or outdated. The Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street - 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

(SEAL)

Original Signature

Print/Type Name of Witness

Original Signature

Print/Type Name of Witness

BY:

Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State  
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

DEP Attorney

Date

*[Handwritten Signature]* 7/18/13

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. \_\_\_\_\_

WITNESSES:

St. Johns County, Florida  
By its Board of County Commissioners

(SEAL)

Original Signature

Typed/Printed Name of Witness

Original Signature

Typed/Printed Name of Witness

BY:

Original Signature of Executing Authority

John H. Morris  
Typed/Printed Name of Executing Authority

Chair  
Title of Executing Authority

"LESSEE"

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
John H. Morris as Chair, for and on behalf of the Board of County Commissioners of St. Johns County, Florida. He is personally  
known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

Notary Signature

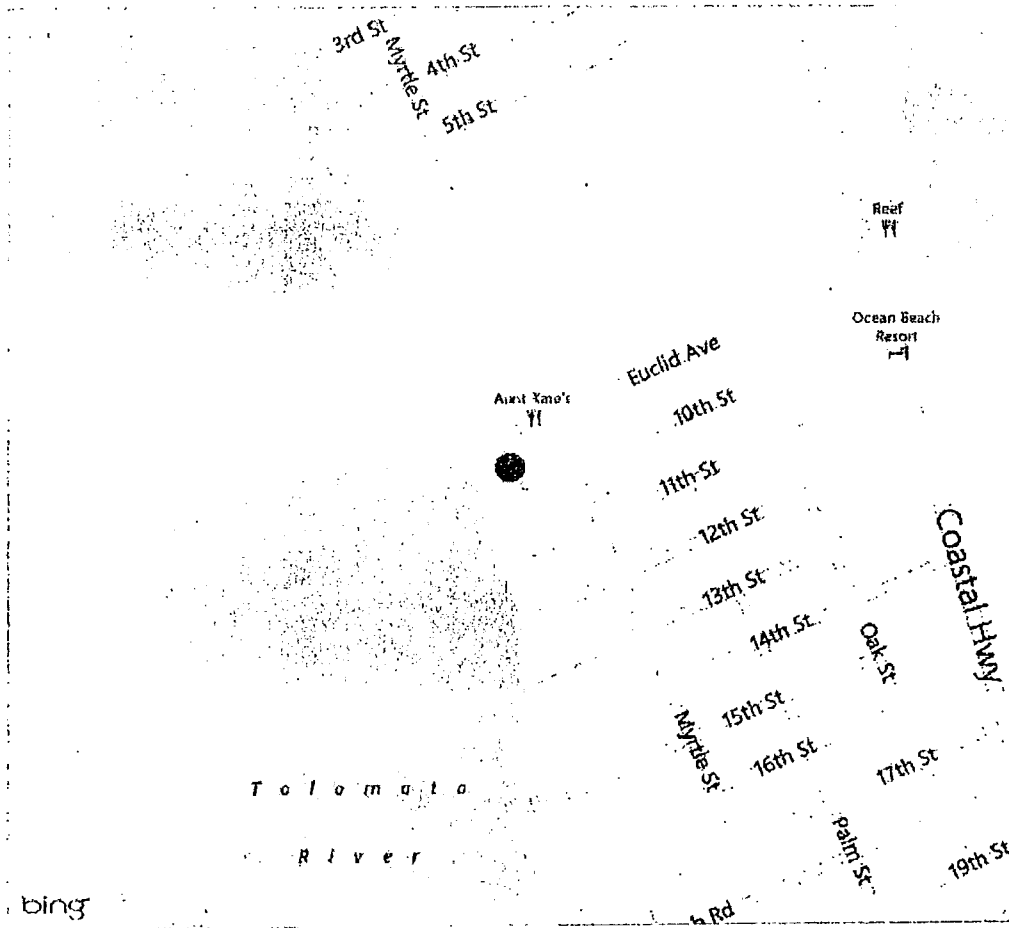
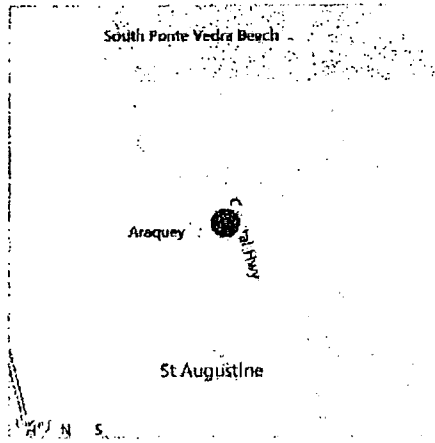
Notary Public, State of \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

Printed, Typed or Stamped Name

bing Maps

611 Euclid Ave, St Augustine, FL 32084





# MAP SHOWING A BOUNDARY SURVEY OF

ALL OF BLOCK 47 OF NORTH BEACH, AS RECORDED IN MAP BOOK 3, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, EXCEPT THE EAST 125 FEET OF THE NORTH ONE-HALF OF SAID BLOCK 47. TOGETHER WITH ALL RIGHT, TITLE AND INTEREST OF GRANTOR, IF ANY, IN AND TO THAT PORTION OF BAY STREET BEING ADJACENT TO THE ABOVE DESCRIBED PROPERTY AND WHICH STREET WAS CLOSED BY RESOLUTION ADOPTED JULY 13, 1971 AND RECORDED IN OFFICIAL RECORDS 200, PAGE 134 OF THE PUBLIC RECORDING OF ST. JOHNS COUNTY, FLORIDA.

## PROPOSED SUBMERGED LAND LEASE PARCEL 1

THAT PART OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 30 EAST, LYING WITHIN THE WATER OF THE NORTH RIVER, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 47, NORTH BEACH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 66°39'34" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 47 AND WESTERLY EXTENSION THEREOF, A DISTANCE OF 458.17 FEET; THENCE SOUTH 11°47'18" EAST A DISTANCE OF 84.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 73°50'29" EAST A DISTANCE OF 56.53 FEET TO THE MEAN HIGH WATER LINE OF SAID NORTH RIVER; THENCE THE FOLLOWING THREE COURSES ALONG SAID MEAN HIGH WATER LINE: SOUTH 00°02'48" WEST A DISTANCE OF 18.98 FEET, SOUTH 26°33'28" EAST A DISTANCE OF 24.72 FEET, AND SOUTH 66°23'42" EAST A DISTANCE OF 11.15 FEET; THENCE SOUTH 72°19'15" WEST A DISTANCE OF 101.02 FEET; THENCE NORTH 18°13'46" WEST A DISTANCE OF 52.39 FEET; THENCE NORTH 73°50'29" EAST A DISTANCE OF 38.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 4718 SQUARE FEET, MORE OR LESS.

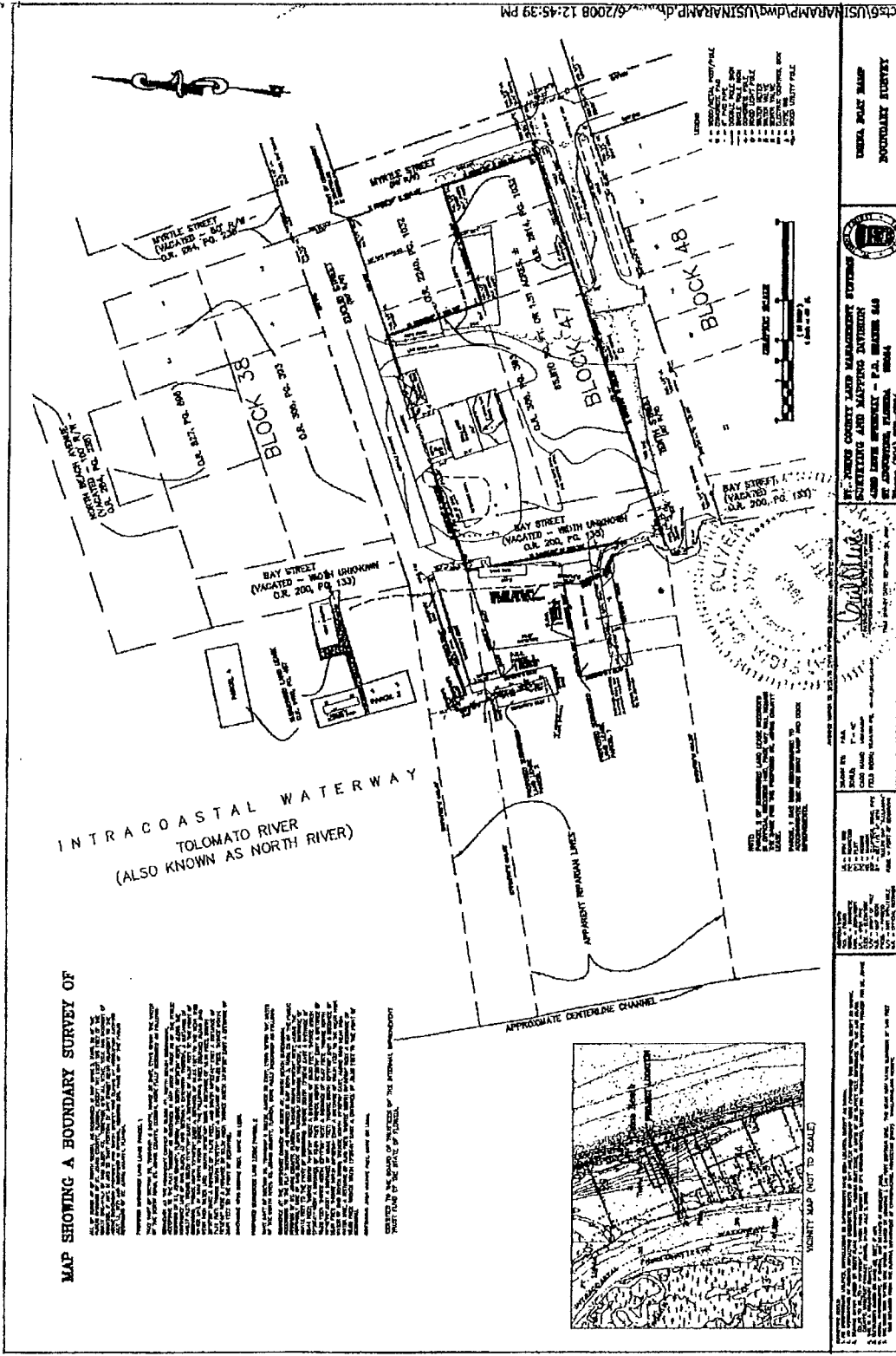
## PROPOSED SUBMERGED LAND LEASE PARCEL 2

THAT PART OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 30 EAST, LYING WITHIN THE WATER OF THE NORTH RIVER, ST. JOHNS COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF BLOCK 47, NORTH BEACH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 28 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 66°39'34" WEST, ALONG THE NORTHERLY LINE OF SAID BLOCK 47 AND WESTERLY EXTENSION THEREOF, A DISTANCE OF 487.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 17°30'41" EAST A DISTANCE OF 53.44 FEET; THENCE SOUTH 72°29'19" WEST A DISTANCE OF 29.30 FEET; THENCE NORTH 17°30'41" WEST A DISTANCE OF 63.80 FEET; THENCE NORTH 72°29'19" EAST A DISTANCE OF 10.22 FEET; THENCE NORTH 23°17'55" WEST A DISTANCE OF 41.67 FEET; THENCE NORTH 66°42'05" EAST A DISTANCE OF 13.68 FEET; THENCE SOUTH 23°17'55" EAST A DISTANCE OF 12.01 FEET; THENCE NORTH 66°42'05" EAST A DISTANCE OF 106.61 FEET TO THE MEAN HIGH WATER OF SAID NORTH RIVER; THENCE SOUTH 21°55'15" EAST, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 9.90 FEET; THENCE SOUTH 66°49'00" WEST A DISTANCE OF 98.85 FEET; THENCE SOUTH 17°30'41" EAST A DISTANCE OF 32.36 FEET TO THE POINT OF BEGINNING.

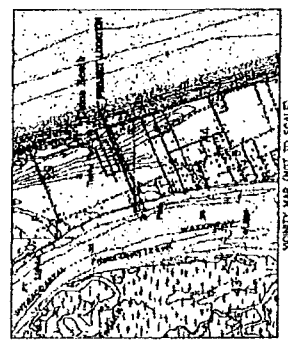
CONTAINING 3629 SQUARE FEET, MORE OR LESS.

CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA.



**MAP SHOWING A BOUNDARY SURVEY OF**

THESE LOTS ARE THE PROPERTY OF THE STATE OF FLORIDA, AND ARE BEING SURVEYED FOR THE PURPOSE OF THE PUBLIC TRUST. THE SURVEY WAS CONDUCTED BY THE SURVEYORS OF THE STATE OF FLORIDA, AND THE RESULTS ARE HEREBY CERTIFIED TO BE CORRECT AND ACCURATE. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE SURVEYORS OF THE STATE OF FLORIDA, AND THE RESULTS ARE HEREBY CERTIFIED TO BE CORRECT AND ACCURATE. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE SURVEYORS OF THE STATE OF FLORIDA, AND THE RESULTS ARE HEREBY CERTIFIED TO BE CORRECT AND ACCURATE.



**ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS**  
**ENGINEERING AND MAPPING DIVISION**  
**LAND USE DIVISION - P.A. BAKER 640**  
**ST. JOHNS COUNTY, FLORIDA 32084**  
 Phone (904) 898-0700

**DEBRA BOLT BUMP**  
**BOUNDARY SURVEY**

DATE: 06/20/08

PROJECT NO: 08-0001

SCALE: 1" = 100'

DATE: 06/20/08

PROJECT NO: 08-0001

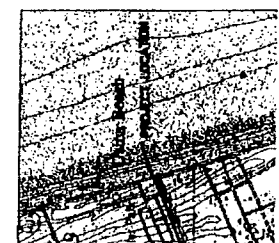
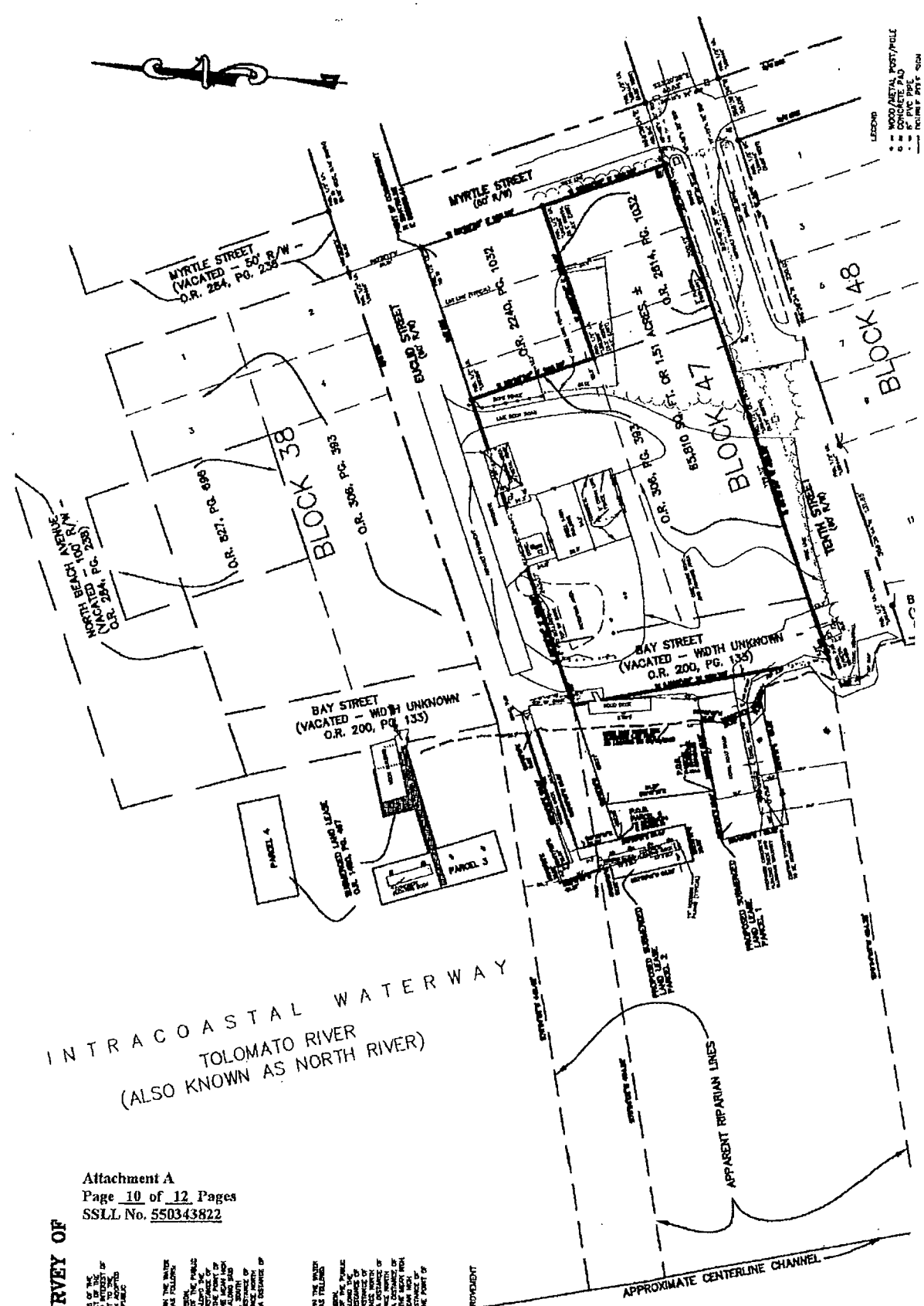
SCALE: 1" = 100'

**G A BOUNDARY SURVEY OF**

Attachment A  
 Page 10 of 12 Pages  
 SSSL No. 550343822

OF NORTH BEACH, AS SHOWN ON MAP BOOK 4, PAGE 65 OF THE  
 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.

**INTRACOASTAL WATERWAY**  
**TOLOMATO RIVER**  
 (ALSO KNOWN AS NORTH RIVER)



THE BOARD OF APPELLATES OF THE INTERNAL IMPROVEMENT  
 OF THE STATE OF FLORIDA

3(a)

Prepared by:  
IN PRESENCE OF Craig M. Herzog  
Action Title Services of St. Johns County, Inc.,  
3670 US 1 South, Suite 110  
St. Augustine, Florida 32086  
File Number: 07-3842

# This Corporate Warranty Deed

This Indenture, made, May 5, 2008 A.D.

Between North Beach Investment, Inc., a Florida corporation whose post office address is: 4125 Coastal Highway, Saint Augustine, Florida 32084 (a corporation existing under the laws of the State of Florida, Grantor and St. Johns County, Florida, a Political Subdivision of the State of Florida whose post office address is: 4020 Lewis Speedway- Real Estate Dept., Saint Augustine, Florida 32084, Grantee.

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of St. Johns, State of Florida, to wit:

All of Block 47 of North Beach, as recorded in Map Book 3, Page 28 of the Public Records of St. Johns County, Florida, Except the East 125 feet of the North one-half of said Block 47, together with all right, title and interest of Grantor, if any, in and to that portion of Bay Street being adjacent to the above described property and which street was closed by resolution adopted July 13, 1971 and recorded in Official Records Book 200, Page 134 of the Public Records of St. Johns County, Florida.

Subject to restrictions as set forth in Schedule "B" attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, restrictions, easements, limitations and reservations of record, if any. However, this reference does not reimpose same. Subject to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any. Subject to taxes and assessments for the current year.

Parcel Identification Number: 145750-0050

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon as defined by Article X, Section 4 of the Florida Constitution, nor is it adjacent to or contiguous with any of his/their homestead(s).

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

North Beach Investment, Inc., a Florida corporation

Signed and Sealed in Our Presence:

TWO(2) SEPARATE WITNESSES ARE REQUIRED TO SIGN AND PRINT NAMES

By:

*Frank D. Usina*

Frank D. Usina

Its President

Witness Print Name: Craig M. Herzog

*Craig M. Herzog*

(Corporate Seal)

Witness Print Name: David A. Graubard

State of FLORIDA  
County of ST. JOHNS

The foregoing instrument was acknowledged before me this May 5, 2008, by Frank D. Usina, the President of North Beach Investment, Inc. A corporation existing under the laws of the State of , on behalf of the corporation. He/She is personally known to me or has produced A VALID DRIVER'S LICENSE and who has taken an oath.

NOTARY PUBLIC-STATE OF FLORIDA  
Craig M. Herzog  
Commission # DD498100  
Expires: JAN. 27, 2010  
Bonded Thru Atlantic Bonding Co., Inc.

[Notary Seal]

Notary Public

Notary Printed Name: Craig M. Herzog

My Commission Expires: 01/27/2010

(Seal)

Attachment B  
Page 11 of 12 Pages  
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**Schedule "B" to Warranty Deed  
Restrictions**

- D.S.*
1. If this property is not used for a boat ramp and/or public park the property will revert back to the Grantor or their successor and or assigns.
  2. Buyer shall construct and maintain a six foot tall vinyl privacy fence along the south and east side of the leased portion of Block 47 in North Beach Subdivision, Map Book 3, page 28 at approximately the existing tree line.
  3. Buyer shall also construct and maintain a six foot tall vinyl privacy fence along the south side of the east 125 feet of the North 1/2 of Block 47 of North Beach Subdivision, Map Book 3, page 28. The fences shall be constructed at the same time buyer constructs the intended improvements.
  4. Public access to the premises shall be by way of Euclid Avenue only. No vehicular access shall be permitted from Myrtle or 10<sup>th</sup> Street.
  5. Prior to the construction, alteration, or reconstruction of the required improvements or the intended improvements on the premises or the removal of trees having a circumference in excess of six inches measured two feet above the surface of the ground, the buyer must submit to the seller for approval a site plan depicting vehicular access to the premises, anticipated tree removal, and all boat ramps, docks, restroom facilities, buildings, parking areas, picnic areas, driveways, walks, landscaping, drainage systems, signage and other improvements currently existing or to be constructed on the Premises. The Sellers approval of such site plan shall not be unreasonably withheld or delayed.
  6. Buyer may use the Premises for the purpose of operating a boat launch ramp and docks with associated parking, fishing, and picnic areas ("Buyer's Intended Use") provided such is made available for public use without charge or fee and such is not in violation of any applicable law, ordinance, or regulation of any governmental body having jurisdiction thereof. Buyer shall not use or suffer to be used the Premises or any portion thereof for any commercial venture (whether owned and/or operated by buyer or a third party) or any purpose or purposes other than those specified above without the Seller or their successor and/or assigns, prior written consent, which consent may be granted or withheld in Seller's sole discretion. Buyer shall regularly police the Premises to inhibit and/or suppress conduct by the public that is or may be a nuisance to neighboring property or in violation of any federal, state, or local law or ordinance, such as over flow parking on neighboring properties or along the rights-of-way of adjacent streets, the dumping of litter or trash on the Premises and neighboring properties, late night partying, excessive noise and/or loitering on the Premises.